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FILED
Superior Court of California
County of Los Angeles
08/27/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGEL MEN CHAN an individual and on behalf of all others similarly situated, Plaintiff, v. PANERA, LLC., a Delaware limited liability company and BEVERLY NGUYEN, an individual; and DOES 1 through 100, inclusive Defendants.	CASE NO.: 23STCV09024 [Assigned to the Hon. William F. Highberger in Dept. 10] ~~[PROPOSED]~~ **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY**

This Court, having considered the motion of plaintiff Angel Men Chan ("Plaintiff"), for Preliminary Approval of the Class Action and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff, and Sean Hartranft, the Class and PAGA Settlement Agreement (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order.

2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class Members" or "Class Members") for the purpose of settlement only: all individuals who performed work in any non-exempt hourly-paid position for Defendant Panera, LLC ("Defendant") at any time from April 21, 2019 through October 22, 2024 (the "Class Period") in the State of California.

3. The Court preliminarily appoints the named Plaintiff as Class Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. as Class Counsel.

4. The Court preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential class members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the settlement at this time will avoid substantial additional costs to all parties, as well as the

delay and risks that would be presented by the further prosecution of the Action. It further appears that the settlement has been reached as the result of intensive, non-collusive, and arms-length negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith.

6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances.

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $6,000,000.00 which is inclusive of: attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to $2,100,000.00, in addition to actual costs incurred of up to $100,000.00; a service award of $7,500.00 to Plaintiff; costs of settlement administration of no more than $96,990.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of $200,000.00, of which $150,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $50,000.00 (25%) to Aggrieved Employees. Thus, $3,292,500.00 will be available for distribution to the Class Members ("Net Settlement Amount").

8. "Aggrieved Employees" means all individuals who performed work in any non-exempt position for Defendant at any time from April 21, 2022 through October 22, 2024 (the "PAGA Period") in the State of California.

9. The Gross Settlement Amount expressly excludes Employer Payroll Taxes, which will be paid separately and apart by Defendant on the wages portion only of the Gross Settlement Amount.

10. "Workweek" means any week during which a Class Member was employed by Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

11. The Settlement was negotiated based on Defendant's representation that there are no more than 997,857 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or an additional 99,785 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 1,097,732 (997,857 + 99,785) multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 997,857. The Parties agree that the Workweek Value amounts to, and the settlement amounts to, $6.01 per Workweek ($6,000,000 / 997,857 Workweeks). Thus, for example, should there be 1,100,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $13,630.68. ((1,100,000 Workweeks – 1,047,749 Workweeks) x $6.01/Workweek).

12. The Court deems Apex Class Action, LLC as the Settlement Administrator ("Settlement Administrator," "Administrator," or "Apex"). Apex will be paid administrative costs, not to exceed $96,990.00, out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

13. Not later than 7 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" includes Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date)).

14. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any.

15. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish

translation.

16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

17. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 15 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative, signed by the Class Member, that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, signature, the last four digits of their Social Security Number, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

18. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3, 5.4 and 5.5 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

19. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 15 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.

20. Only Participating Class Members may object to the Class Action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or

amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Payment. Aggrieved Employees may not object to the Settlement with respect to the PAGA Claims.

21. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled.

22. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by 1/6/26.

23. A Final Fairness and Approval Hearing shall be held with the Court on 1/29/26 at 11 a.m. in Department 10 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to the LWDA and Aggrieved Employees.

24. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

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IT IS SO ORDERED.

Dated: 08/27/2025

William F. Highberger / Judge

Judge of the Superior Court